

**EXHIBIT “K”**

**EMAIL FROM DEFENDANT’S  
COUNSEL TO PLAINTIFF’S COUNSEL  
ON AUGUST 11, 2017**

## Steven Knauss

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**From:** Steven Knauss  
**Sent:** Saturday, August 12, 2017 9:08 AM  
**To:** 'Laura J. Magedoff'; 'tvandehey@gmail.com'  
**Cc:** Joseph Gutierrez; 'Nicholas Kho'; Owen Cook  
**Subject:** Terms of Dissolution of Valentine Life

**Importance:** High

Good morning, Laura – I received word our clients have reached an agreement to dissolve their partnership. Based on the notes from their discussion, here are the material terms they've agreed upon:

- **RSD to receive \$75,000.00 from Mr. Vandehey.**
- **Mr. Vandehey to receive control of his brand, including (1) his YouTube channel, (2) any emails generated therefrom, and (3) access/rights to any non-product affiliated website.**
- **Valentine Life entity to be dissolved by RSD and Valentine Life financial/merchant accounts to be closed by RSD.**

Mr. Vandehey's access to the following RSD tech platforms/accounts will be removed:

- RSD email domains
- RSD Facebook groups/accounts
- RSD YouTube groups/accounts
- RSD Server/FTP
- ZenDesk
- Ontraport
- Clickbank
- Vimeo

Supplemental clauses and terms:

- Confidentiality.
- Non-disparagement.
- Non-solicitation of RSD's clients/customers/partners.
- Prohibition on litigation/arbitration.
- Mr. Vandehey shall not promote or market any affiliation with RSD or its products.
- Mr. Vandehey will retain any A/V equipment currently in his possession.
- Mr. Vandehey shall not sell or otherwise promote products created by, or in conjunction with, RSD.
- Mr. Vandehey shall not sell or otherwise promote products created with RSD cameras and equipment.
- Mr. Vandehey shall not use Ontraport or Incheck has his vendors going forward.

There was also unanimous consent on the call for RSD to remove Mr. Vandehey's access to its tech platforms/services effective immediately.

I understand the parties are eager to move forward, and to that end the terms described above are valid until Tuesday, 8/15 at 5:00pm. After which, a full dissolution agreement with additional boilerplate language can be drafted and reviewed by the attorneys.

**Steven G. Knauss | Associate**  
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